

**Appl. No.** : **09/231,415**  
**Filed** : **January 14, 1999**

### **REMARKS**

Claims 26-41 and 77-99 are pending in this application. Claims 1-25 and 42-76 have been cancelled without prejudice or disclaimer. The Examiner rejected Claims 26, 83, and 84 under 35 U.S.C. § 112. The Examiner objected to Claims 30, 31, 38, and 39 under 37 CFR 1.75. The Examiner rejected Claims 26-41 and 77-83 under 36 U.S.C. §102(b) as being anticipated by United States Patent No. 5,794,207. The Examiner rejected Claims 84-86 under 35 U.S.C. §103(a) as being obvious in light of United States Patent Nos. 5,794,207 and 5,940,807. The Applicants have herein amended Claims 26, 34, 83, 84, and 86. The Applicants have herein added new Claims 87-99. Additionally, the Applicants herein respond to each of the Examiner's rejections and objections.

#### **Rejections Under 35 U.S.C. § 112**

The Examiner rejected Claims 1, 83, and 84 under 35 U.S.C. § 112. The Applicants believe that the Examiner intended to reject Claim 26, not Claim 1, on the basis that Claim 1 is not pending. The Applicants hereby proceed accordingly. For each rejection, the Examiner questioned whether the term "set" refers to "set of purchase requests." The Applicants herein have amended the claims to clarify that "set" does refer to "set of purchase requests." The Applicants originally intended "set" as used in the claims to refer to "set of purchase requests." As such, the Applicants respectfully submit that the foregoing amendments do not change the scope of the amended claims.

The Applicants respectfully submit that the claims meet the requirements of 35 U.S.C. § 112 and respectfully request that the rejection be withdrawn.

#### **Objections Under 37 CFR 1.75**

The Examiner objected to Claims 30 and 31 under 37 CFR 1.75 as being duplicates of each other. The Applicants acknowledge that Claims 30 and 31 are duplicates of each other in the form that they were inadvertently presented in the last Amendment and Response. The Applicants note, however, that in their original form, Claim 30 and Claim 31 are not duplicates; in original Claim 30, the purchase request task list includes an "assigned user," but in original Claim 31 the purchase request task list includes an "assigning user." The Applicants have herein presented Claims 30 and 31 in their original form.

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The Examiner objected to Claims 38 and 39 as being “so close in content that they both cover the same thing, despite a slight difference in wording.” M.P.E.P. § 706.03(k). The Applicants’ presume that the Examiner would also apply this objection to original Claims 30 and 31 because they contain the same “slight difference in wording” as Claims 38 and 39. The Applicants respectfully submit that an “assigned user” is different from an “assigning user” in the context of a purchase request task list. Pages 36 to 39 of the Specification describe various embodiments in which a first user may assign a task related to a purchase request to a second user. The first user, or user that assigns the task, is an “assigning user.” The second user, or user that is assigned the task, is an “assigned user.” As such, the Applicants respectfully submit that Claims 30 and 31, and Claims 38 and 39, differ in scope and do not “cover the same thing” and request that the Examiner withdraw the objection under 37 CFR 1.75.

#### **Rejections Under 35 U.S.C. § 102**

The Examiner rejected Claims 26-41 and 77-83 under 35 U.S.C. § 102(b) as being anticipated by United States Patent No. 5,794,207 to Walker et al. (the “Walker patent”). Claims 27-33 and 77-83 are dependent on Claim 26. The Applicants respectfully submit that Claim 26, and consequently all of its dependent claims, are patentable over the Walker patent. Claims 35-41 are dependent on Claim 34. The Applicants respectfully submit that Claim 34, and consequently all of its dependent claims, are patentable over the Walker patent.

#### **The Walker Patent**

The Walker patent teaches a system that allows “buyers of goods or services to communicate a binding purchase offer *globally* to potential sellers.” Walker patent, Abstract (emphasis added). The system “makes purchase offers available *globally* to potential sellers.” Walker patent, Abstract (emphasis added). The system categorizes the purchase offers (often called CPOs, or conditional purchase offers) by subject area and allows sellers to “elect to receive all CPOs **100**, only those CPOs in their subject area, or a subset of CPOs **100** representing a particular condition” Walker patent, Col. 18: 28-31.

#### **Claims 26-33 and 77-83**

Claim 26 requires “a purchase request management module that permits each dealer to access and manage *only the set of purchase requests associated with the dealer*” (emphasis added). In light of the foregoing limitation, Claim 26 does not cover merely making purchase

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requests available for viewing by dealers. Instead, Claim 26 restricts each dealer's access to a "set of purchase requests" that have been "associated with the dealer."

The Applicants respectfully submit that the Examiner has cited nothing from the Walker patent that teaches the foregoing limitation. Instead, the cited teachings teach nothing more than making conditional purchase offers "available for viewing by potential sellers." Walker patent, Col. 11: 46. None of the cited teachings specify any restriction at all concerning which conditional purchase offers that each seller can access. Therefore, even if a conditional purchase offer is a purchase request, the Walker patent does not teach "a purchase request management module that permits each dealer to access and manage only the set of purchase requests associated with the dealer."

The Applicants respectfully request that the Examiner identify any other statements from the Walker patent, if any, that the Examiner relies upon to support the Examiner's position that the Walker patent teaches "a purchase request management module that permits each dealer to access and manage only the set of purchase requests associated with the dealer." The Applicants respectfully submit, however, that the Walker patent does not contain any such teaching. Such a teaching would contravene the purpose of the system of the Walker patent, to broadcast conditional purchase offers *globally* to as many sellers as possible. The system of the Walker patent encourages global access, by sellers, to a buyer's conditional purchase offer in order to increase the odds that one of the sellers will accept the buyer's conditional purchase offer. For this reason, the system of the Walker patent does not restrict access to conditional purchase offers, but instead allows each seller to "elect to receive all CPOs **100**, only those CPOs in their subject area, or a subset of CPOs **100** representing a particular condition." Walker patent, Col. 18: 28-31.

In other words, the Walker system allows a seller to filter out and view certain conditional purchase offers but the seller is always able to view all of the conditional purchase offers by changing the settings of the filter. In contrast, the claimed system does not permit a dealer to access and manage the sets of purchase requests that are not associated with the dealer. The system of Claim 26 increases the odds that each purchase request will "pan out" because limiting the number of dealers that can access the purchase request reduces the number of dealers that are competing over each purchase request. Allowing every dealer to access every purchase request would clearly undermine the system of Claim 26.

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Further, the Walker system is designed to permit the seller to accept the conditional purchase offer immediately. The Walker patent does not discuss, and the Walker system has no need, for the seller to “manage” the conditional purchase offer. Claim 26, however, calls for “a purchase request management module that permits each dealer to access and manage” the requests.

In light of the foregoing, the system of Claim 26 is not only novel over the teachings of the Walker patent, but also provides advantageous capabilities that the system of the Walker patent simply cannot provide. Therefore, the Applicants respectfully submit that Claim 26 represents a patentable advance in the art. Additionally, because Claims 27-33 and 77-83 are dependent on Claim 26 and incorporate its limitations, the Applicants respectfully submit, for the same reasons, that Claims 27-33 and 77-83 are patentable over the Walker patent. The Applicants respectfully request the allowance of Claims 26-33 and 77-83.

#### Claims 34-41

Claim 34 requires “means for listing *only* the set of said purchase requests associated with a dealer.” Additionally, the Applicants have herein amended Claim 34 by adding the limitation “wherein said listing means, said displaying means, and said acting means permit each dealer to access and manage only the set of purchase requests associated with the dealer” (emphasis added). As indicated with regard to the Applicants’ discussion of Claim 26, the Walker patent teaches a system that allows sellers to “elect to receive all CPOs **100**, only those CPOs in their subject area, or a subset of CPOs **100** representing a particular condition.” The system of the Walker patent does not restrict, in any way, which purchase requests can be listed by each seller. Therefore, for the reasons stated with regard to the Applicants’ discussion of Claim 26, the Applicants respectfully submit that Claim 34 is patentable over the Walker patent. Additionally, because Claims 35-41 are dependent on Claim 34 and incorporate its limitations, the Applicants respectfully submit, for the same reasons, that Claims 35-41 are patentable over the Walker patent. The Applicants respectfully request the allowance of Claims 34-41.

#### Rejections Under 35 U.S.C. § 103

The Examiner rejected Claims 84-86 under 35 U.S.C. § 103(a) as being obvious in light of the Walker patent and United States Patent No. 5,940,807 to Purcell (the “Purcell patent”). Claims 84 and 85 depend on Claim 26. Claim 86 is an independent claim, but includes a

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“purchase request management module that permits each dealer to access and manage only the set of purchase requests associated with the dealer and that does not permit the dealer to access and manage the sets of purchase requests that are not associated with the dealer,” which limitation is the same as the limitation of Claim 26 that the Applicants have shown is not taught by the Walker patent.

The Applicants respectfully submit that the Examiner has not established a *prima facie* case of obviousness because the Examiner has not established either that the combined references teach or suggest all of the claim limitations or that the prior art provides a motivation or suggestion for combining the references. *See M.P.E.P.* § 2143.

The combined references do not teach or suggest all of the claim limitations.

In light of the foregoing arguments regarding Claims 26-33 and 77-83, the Walker patent does not teach a “purchase request management module that permits each dealer to access and manage only the set of purchase requests associated with the dealer.” Furthermore, the Examiner does not maintain that the Purcell patent teaches this limitation, and a review of the Purcell patent confirms that the patent does not teach the foregoing limitation. Therefore, any combination of the Walker patent and the Purcell patent would not include a “purchase request management module that permits each dealer to access and manage only the set of purchase requests associated with the dealer.”

Additionally, contrary to the Examiner’s assertion, the Purcell patent does not teach “a plurality of distinct database regions, wherein each set is stored in one database region.” At most, in accordance with Figure 2 of the Purcell patent, the Purcell patent teaches a number of “seller inventory” areas. According to common usage, the Applicants are not aware that a “seller inventory area” stores a set of purchase requests, as Claim 84 requires of the “distinct database regions.” Furthermore, nothing in the Purcell patent states or even suggests that a “seller inventory area” stores a set of purchase requests. Therefore, any combination of the Walker patent and the Purcell patent would not include “a plurality of distinct database regions, wherein each set is stored in one database region.”

The prior art provides no motivation or suggestion for combining the references.

Even if the combined references did teach or suggest all of the claim limitations, the prior art provides no motivation or suggestion for making the combination. As previously discussed, the system of the Walker patent allows every seller to view every conditional purchase offer.

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Such a system can be most easily implemented by storing conditional purchase requests in a centralized database that is accessible to all sellers. Storing conditional purchase requests in "distinct database regions" would either (1) undermine one purpose of the system of the Walker patent, widespread dissemination of conditional purchase offers by making them accessible to every seller or (2) require the maintenance of a copy of each conditional purchase request in every database region. Therefore, even assuming that the seller inventory areas of the Purcell patent are "distinct database regions" as used in Claim 84, the Applicants respectfully submit that it would make no sense, to a person of ordinary skill in the art, to combine the seller inventory areas of the Purcell patent with the system of the Walker patent.

In light of the foregoing, the Applicants respectfully submit that the Examiner has not established a *prima facie* case that any combination of the Walker patent and the Purcell patent renders Claims 84-86 invalid under 35 U.S.C. § 103(a). Therefore, the Applicants respectfully submit that these claims are allowable and respectfully request their allowance.

#### **Addition of New Claims**

The Applicants have herein added new Claims 87-99. Because neither the Walker patent, nor the Purcell patent, nor any combination of the two teaches "a purchase request management module that permits each dealer to access and manage the set of purchase requests associated with the dealer and does not permit the dealer to access and manage the sets of purchase requests that are not associated with the dealer," the Applicants respectfully submit that Claims 87-90 are allowable and respectfully request their allowance.

Claims 91-93 depend on Claim 34 and each adds an additional characteristic concerning the action response modules. Because Claim 34 is allowable, and because neither the Walker patent, nor the Purcell patent, nor any combination of the two teaches action response modules that have the characteristics of Claims 91-93, the Applicants respectfully submit that Claims 91-93 are allowable and respectfully request their allowance.

Each of Claims 94-99 depends on an allowable Claim. In addition, each of Claims 94-99 requires that "each of the purchase requests represents a potential buyer's non-binding intent to purchase a good or service." The Walker patent does not teach purchase requests that represent "a potential buyer's non-binding intent to purchase a good or service." Instead, the Walker patent teaches conditional purchase offers that a seller can accept and thereby bind a buyer to

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purchase the subject matter of the conditional purchase offer. Because Claims 94-99 depend on allowable claims, and because neither the Walker patent, nor the Purcell patent, nor any combination of the two teaches a system that manages purchase requests where "each of the purchase requests represents a potential buyer's non-binding intent to purchase a good or service," the Applicants respectfully submit that Claims 94-99 are allowable and respectfully request their allowance.

### Conclusion

The Applicants respectfully submit that they have sufficiently overcome every rejection and objection to the pending claims. As such, the Applicants believe that Claims 26-41 and 77-99 are allowable and respectfully request their allowance.

Please charge any additional fees, including any fees for additional extension of time, or credit overpayment to Deposit Account No. 11-1410.

Respectfully submitted,

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Dated: 4/27/2004

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